

Please check the appropriate box that this agreement covers:

- ☐ Local ☐ LEPC ☐ Public Safety District
☐ State ☐ Interstate ☐ International

**EMERGENCY SERVICES ORGANIZATIONS, TOWNS AND MUNICIPALITIES
OF **YOUR TOWN OR COUNTY NAME**, AND CONTIGUOUS COUNTIES
MEMORANDUM OF UNDERSTANDING
REGARDING MUTUAL AID**

Purpose:

To update **YOUR TOWN OR COUNTY NAME** Mutual Aid Agreement, and come into compliance with new standards established by the United States Federal Government under the National Incident Management System (NIMS), by incorporating appropriate regional Fire Department(s), Rescue Squad(s), Police Agencies, Highway and Public Works Department(s), City(s), Town(s) and Village(s) into said agreement.

Parties:

By and among the Towns and Municipalities of **YOUR TOWN OR COUNTY NAME**, and the Emergency Response Organizations serving the Towns and Municipalities of **YOUR TOWN OR COUNTY NAME**, including **ENTER THE PARTIES WHO ARE INVOLVED IN THIS AGREEMENT**

Definitions:

Emergency – Any incident, human-caused or natural, that requires responsive action to protect life, property or environment.

Emergency Response – Activities that address the short-term, direct effects of an incident of emergency. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations, plans and of mitigation activities designed to limit loss of life, personnel injury, property damage and other unfavorable outcomes.

Emergency Response Equipment – Emergency response organization's vehicles, tools and supplies as well as town and municipal vehicles and equipment which may be used in an emergency response.

Emergency Response Organization – Any organization approved by a state, county or local governmental organization to provide emergency response.

Emergency Response Personnel – Persons who are members in good standing of an emergency response organization, and who are trained and certified to provide specified emergency services, or who are under the supervision of a trained and certified person.

Fire Department – An emergency response organization with the responsibility of the protection of LIFE (First Priority), the preservation of PROPERTY (Second Priority) and the ENVIRONMENT (Third Priority). Standards in which constitutes a Fire Department set forth by the **YOUR TOWN OR COUNTY NAME** are as follows: **FILL IN STANDARDS THAT MAKE A FIRE DEPARTMENT.**

Incident Command System – A standard, on-scene, all hazards incident management system already in use by firefighters, law enforcement, hazardous material teams, rescuers and emergency medical teams. The ICS has been established by the NIMS as the standardized incident organizational structure for the management of all incidents.

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Mutual Aid Emergency – Any emergency which is beyond the capabilities of the local emergency response organizations to resolve, or which by normal protocol requires the assistance of emergency response organizations based outside the town, municipality or locale in which the emergency occurs.

National Incident Management System (NIMS) – A comprehensive national approach to incident management utilizing best practices that have been developed over the years.

Unified Command – A command structure in which the ranking members from multiple emergency response organizations and/or jurisdictions jointly determine objectives, plans and priorities, and then work together to execute them.

Release of Personnel and Equipment:

The above named towns, municipalities and emergency response organizations hereby agree to assist each other as requested in times of emergency, or in times of disaster to the extent of sending equipment and emergency response personnel at request, or holding equipment or emergency response personnel in a standby status at request, to the extent that, in the opinion of the sending chief, chief's designate, or person in charge, such equipment or personnel can be spared when a call for assistance is received. Personnel and equipment, cooperatively maintained by **YOUR TOWN OR COUNTY NAME** towns, municipalities and emergency response organizations will be available for mutual aid outside the county under the same terms and conditions described above in this section.

Request for Personnel and Equipment:

It is further agreed that such request for assistance shall be made by the incident commander at the scene of an emergency. Request for EMS mutual aid will be made in order designated by the Vermont District # **ENTER YOUR DISTRICT NUMBER** Backup Plan and the Vermont District # **ENTER YOUR DISTRICT NUMBER** Response List. Request for decontamination trailers to be used outside of a home territory must be routed through Vermont Emergency Management.

Operational Structure:

It is further agreed that command will be structured in accordance with the Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.

It is further agreed that when any personnel or equipment are sent under the terms of this agreement, the ranking officer of the requested organization shall report to the requesting organization's incident commander. Emergency responders will respond with full turnout gear and personal protective equipment consistent with accepted practices of their respective disciplines. Orders by the incident commander will be given to the visiting ranking officer, his designee or person in charge who will then give orders to his/her personnel and then remain in communication with the incident commander. The visiting personnel may be under the direct control of an officer of the requesting organization. The visiting ranking officer, his designee or person in charge shall have the right and responsibility to ensure that visiting personnel are asked to perform only those tasks or operations that are consistent with their training, and in accordance with their home protocols and accepted safe practices. Such personnel shall remain under the control of "command" until the organization requesting assistance releases said personnel and equipment, or until

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said personnel and equipment are recalled by the organization providing assistance. Such personnel and equipment shall be released as soon as is reasonably possible and returned to the sending organization.

Operating Protocols and/or Guidelines:

It is further agreed that each assisting emergency response organization will operate in accordance with its home district protocols and/or guidelines, and each emergency response person will operate according to the protocols and/or guidelines of his/her own organization, and within the scope of his/her own training and certification, or under the supervision of a person with the appropriate training and certification. In no event shall visiting personnel be required to perform in a way inconsistent with their home protocols and/or guidelines, or inconsistent with accepted safe practices.

No Compensation:

It is further agreed that there will be no compensation for providing mutual aid, unless other contractual agreements for services exist and/or become established; however, where a party or parties responsible for causing the emergency are liable for coverage of expenses, coverage of such expenses may be pursued from such parties. It is further agreed that during prolonged operations emergency response organizations receiving assistance may provide assisting organizations with fuel and lubricants or reimbursement for said items.

Hold Harmless:

Each of the parties hereto further agree to be responsible for their own personnel and equipment and agree to indemnify, protect, and save harmless each other, in the absence of gross negligence or willful misconduct, from any and all claims, demands, and liability for loss, damage, injury, or any other casualty to personnel and/or equipment.

Annual Review and Revision:

It is further agreed that **ENTER WHOMEVER WILL BE RESPONSIBLE FOR THIS DOCUMENT**, will be the holder and caretaker of this agreement, and on an annual basis will notify and request each party of this agreement to review said agreement and report in writing any recommended updates or revisions by June 30th.

Duration of Agreement:

This agreement shall be a continuing agreement and shall remain in effect until terminated by giving ninety (90) days of written notice of termination. Emergency response organizations electing not to participate in this agreement, or who at any time terminate their participation in this agreement, may be subject to a fee for service charge from mutual aid providers. Said fee structure, attachments A and B, will be as set by the separate disciplines/associations of **ENTER YOUR ORGANIZATION, IF NECESSARY** Emergency Response Community and/or as established under FEMA guidelines.

Attachment (A) Fee Structure set by **ENTER YOUR ORGANIZATION, IF NECESSARY**.

Attachment (B) Fee Structure set by the Federal Emergency Management Agency.

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ATTACHMENT (A)

YOUR TOWN OR COUNTY NAME

Fee Schedule

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ATTACHMENT (B)

Federal Emergency Management Agency **Schedule of Equipment Rates**

AN UPDATED SCHEDULE OF EQUIPMENT RATES CAN BE OBTAINED AT
<http://www.fema.gov/government/grant/pa/eqrates.shtm>

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MASTER LIST

Represented Organization

Name

Title

Date

**ALL ORGANIZATIONS SHOULD BE LISTED HERE, WITH SIGNATURES OF ADOPTION
UNDER THE NAME SLOT.**

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ANNUAL REVISION/SIGNATURE PAGE

FOR

**EMERGENCY SERVICES ORGANIZATIONS, TOWNS AND MUNICIPALITIES
OF **YOUR TOWN OR COUNTY NAME**, AND CONTIGUOUS COUNTIES
MEMORANDUM OF UNDERSTANDING
REGARDING MUTUAL AID**

In witness whereof, parties to this agreement have **SIGNED AND DATED:**

Agency/Department/Organization Name: _____.

Authorized Representative's Signature: _____.

Dated: _____.

Authorized Witness's Signature: _____.

Dated: _____.

Recommended Revisions:

Please complete, copy for your records, and mail back the original document with a copy of the Governing Board's minutes authorizing participation in this agreement, by **INSERT DATE DUE to:**

INSERT ADDRESS